

15. The contractor shall take all possible care so that no damage shall be done to any standing growth in the forest, which he is not entitled to fell. For any such damage, unless caused by accident or causes beyond his control, the contractor shall pay such compensation as the Conservator of Forests shall decide.

16. In case of any fire within the forest area to which this contract applies, the contractor and his workmen shall render every assistance to put out the fire, and in all such cases give immediate notices of the occurrence of fire to the nearest Forest, Revenue or Police Officer.

17. In case of any dispute regarding this contract the Conservator's decision shall be final.

18. For the due fulfilment of all and every one of the conditions of this contract, the contractor agrees for the withholding of one-tenth of the amount of his bills as security and to the forfeiture of this amount and as well as the earnest money either in whole or in part, for breach of all or any of the conditions of this contract as shall be decided by the Conservator of Forests and to the cancellation of the contract.

#### Form of tender.

Sir,

I offer to prepare and deliver 10,750 (6'x8'x4½") jambe, kunal, matti and nandi sleepers as per terms of the printed notification dated the 9th September 1920, at the Jungle Depot of Tarikere..... per each sleeper..... passed by the Agent, Tata Iron & Steel Company, Bhadravari, and agree to the conditions therein contained.

I enclose herein currency <sup>note</sup>/<sub>notes</sub> of the marginally noted <sup>No.</sup>/<sub>Nos.</sub> to the value of rupees one hundred only as earnest money.

Yours faithfully,

Station.....

Signature.....

Date.....

Address.....

L. P. MASCARENHAS,

District Forest Officer.

#### BENKIPUR FOREST DIVISION.

Notification, dated 13th September, 1920.

It is hereby notified for general information that the exclusive right of collecting minor forest produce on all Government unoccupied lands, and State Forests up to 30th June 1921, in the Narasimharajapura Sub-Taluk, will be resold by public auction by the District Forest Officer, Benkipur Division, on the 14th October 1920 at the travellers' bungalow, Narasimharajapura.

The auction will commence at 2 P.M. and if it is not concluded on the same day will be continued on the next following day at the same hour.

The sale is subject to confirmation by the Conservator of Forests in Mysore, who reserves to himself the power of confirming or cancelling the sale without assigning any reason therefor.

#### Description of Produce.

1. Tarékayi.	11. Chillebija.	21. Tamarind.
2. Sigekayi.	12. Chagachebija.	22. Kirichalu.
3. Antavaladakayi.	13. Honge's seeds	23. Marking nut.
4. Dindiga gum.	14. Gerbija.	24. Kalhuvvu.
5. Jungle saffron.	15. Halanaddi.	25. Kalnaru.
6. Bees' wax.	16. Deer horn.	26. Wild cardamom.
7. Honey.	17. Guggula.	27. Wild pepper.
8. Kapilarangu.	18. Wood-apple.	28. Dhupa seeds.
9. Pathanga.	19. Custard apple.	
10. Maddi.	20. Alalekayi.	

#### Conditions.

1. Defaulters on account of previous leases will not be permitted to bid.
2. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 200, which must be deposited in the form of currency notes of Rs. 100 each; silver or smaller currency notes will not be accepted. The deposits of unsuccessful bidders will be returned immediately after the sale.

3. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder.
4. The successful bidder shall, at the close of the sale, pay fifty per cent of the full sale amount together with local cess at one anna per rupee and a railway cess at  $\frac{1}{2}$  anna per rupee on the entire sale amount. In default the deposit referred to in para 2 above will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom.
5. If the sale is not confirmed by the Conservator of Forests the amount paid will be refunded to the party.
6. Within fifteen days of the intimation of the confirmation of the sale the accepted bidder shall pay the balance of lease amount in full to the nearest Taluk Treasury and appear before the District Forest Officer with the challan for having remitted the balance of lease amount, sign an agreement binding himself to observe the conditions specified below. If the contractor fails either to pay the balance of lease amount or to execute the agreement within the period referred to above, he will forfeit the money referred to in paras 2 and 4 above and the right of collecting the produce will be resold, the accepted bidder being liable to make good any loss accruing to Government by such resale.
7. The lessee shall not interfere with recognized rights of Inamdars.
8. The lessee shall be held personally responsible for the acts of his agents or servants in the work of collection.
9. The lessee or his servants shall not injure any trees on the plea of collecting the produce.
10. Coolies employed by the lessees must take permits from the Range Officers, when they enter State Forests or reserve lands for the collection of minor forest produce.
11. The village Amarayi produce is not included in the contract.
12. He shall remove all the produce from the limits of the sub-taluk before the end of June 1921.
13. The lessee shall be held personally responsible for the occurrence of any fire within the State Forests, if there is sufficient ground for the Forest Department to think that it has been caused by the negligence of himself or of his employees.
14. Neither the lessee nor his men shall enter the State Forest, either before sunrise or after sunset.
15. In the event of any breach of the above conditions, the lease is liable to be cancelled, all produce collected to be confiscated, and a fine not exceeding Rs. 100 to be imposed by the District Forest Officer.
16. Government will not make any extra demand for lands resigned from occupation and the lessees shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

*Notification dated 13th September 1920.*

Sealed tenders will be received at the Office of the District Forest Officer, Benkipur Division, Benkipur, for the preparation and supply of the following quantities of jungle wood (consisting of matti, nandi, hunal, nerlu and jambé) metre-gauge (6' x 8' x 4 $\frac{1}{2}$ ") sleepers to the department from the undermentioned coupes of this division.

Name of Range	Name of coupe	Area of coupes in acres	Approximate distance of coupes from Benkipur	Number of sleepers to be prepared in each Range
Umblebyle	Aldhara B coupes for 1919-20 and 1920-21; and Aldhara C coupes for 1920-21.	1,050	From 16 to 18 miles.	7,250
Narasimharajapura	Aramballi A. coupes for 1919-20 and 1920-21.	400	About 20 miles	3,500

2. The tenders should be in the form noted hereunder superscribed "Tender for the supply of jungle wood metre-gauge sleepers." The rate should be distinctly written in words as well as in figures.

3. Separate tenders should be sent for sleepers to be prepared in each Range. In case of any person tendering for the preparation and supply of sleepers from both the Ranges, separate tenders with deposits separately for each coupe should be sent.

4. Each tender should be accompanied with a deposit of Rs. 100 in currency notes which will be returned in due course in respect of rejected tenders.

5. Tenders received otherwise than by Registered Post will not be considered and will be rejected.

6. The tenders should reach the Office of the District Forest Officer, Benkipur (Shimoga District) not later than 2nd October 1920.

7. The acceptance of any tender vests in the Conservator of Forests in Mysore, who does not bind himself to accept the lowest or any tender or to assign any reasons for rejecting any tender.

8. Half the number of sleepers should be supplied by the end of November 1920 and the balance by the end of February 1921.

9. The sleepers should be delivered at Benkipur Iron Works. Payment will be made for only such of the sleepers as are passed by the Agents, Benkipur Iron Works.

10. The sleepers should be sawn square and smooth, measuring 6 feet in length, 8 inches in width and  $4\frac{1}{2}$  inches in thickness and must be free from cracks, shakes, planes and other defects.

11. Tenders will be received for the full quantity of sleepers allotted for each Range. Tenders for smaller quantities will not be considered.

12. The successful tenderer will be required to execute an agreement within a week from the date of acceptance of his tender embodying the following conditions, failing which the earnest money deposited by him will be forfeited and the contract cancelled.

#### Conditions.

(1) In the case of trees assigned for felling, the fellings should be conducted on coppice principles in areas laid out and assigned by the District Forest Officer for the purpose.

(2) The trees should be felled in regular consecutive order. The contractor will not be bound, however, to fell such trees as are, in the opinion of the District Forest Officer, absolutely unfit for the purpose of sleepers.

(3) The felling of trees reserved by the department shall be treated as an offence.

(4) The trees shall, as far as possible, be felled flush with the ground, and in no case the stump left behind in the ground after felling should exceed 6 inches in height.

(5) From the time of felling, the timber shall be at the sole risk of the contractor who shall make his own arrangements for the protection of the same from fire, theft, wastage or damage of any kind whatsoever.

(6) The cost of felling trees, extraction of timber and preparation and carting of sleepers to the places of delivery shall be borne entirely by the contractor.

(7) Rejected sleepers, side-boards, tops and end pieces, and all portions not used for sleepers shall remain the property of Government.

(8) Every portion of a tree must, as far as possible, be converted into sleepers if suitable for the purpose without causing undue wastage.

(9) Sleepers shall not be removed from the forests until they are checked by a duly authorized officer.

(10) All removals shall be effected under cover of passports issued by a duly authorized officer and the contractor shall obtain receipt from the Rangers concerned for all deliveries made which shall thereafter be in charge of the said Rangers.

(11) The contractor shall maintain a bound register in the form prescribed by the District Forest Officer, showing the number and other particulars of trees felled and the cutturn of sleepers.

(12) The contractor shall not assign his right under this agreement or any part thereof without the written permission of the District Forest Officer, who may however refuse to grant such permission without assigning reasons therefor.

(13) A list of agents, representatives and other employees of the contractor shall be furnished and approved of by the District Forest Officer.

(14) The contractor shall be responsible for the acts of himself, his agents and all persons authorized by either of them.



(15) The contractor shall take all possible care so that no damage shall be done to any standing growth in the forest which he is not entitled to fell. For any such damage, unless caused by accident or causes beyond his control, the contractor shall pay such compensation as the Conservator of Forests shall decide.

(16) In case of any fire within the forest area to which this contract applies, the contractor and his workmen shall render every assistance to put out the fire and in all such cases give immediate notices of the occurrence of fire to the nearest Forest, Revenue or Police Officer.

(17) In case of any dispute regarding this contract the Conservator's decision shall be final.

(18) For the due fulfilment of all and every one of the conditions of this contract, the contractor agrees for the withholding of one-tenth of the amount of his bills as security and to the forfeiture of this amount and as well as the earnest money either in whole or in part, for breach of all or any of the conditions of this contract as shall be decided by the Conservator of Forests and to the cancellation of the contract.

#### FORM OF TENDER.

Sir,

I offer to prepare and deliver  $\frac{7,250}{3,500}$  (6' x 8" x 4½") metre-gauge (jungle wood sleepers) from ..... Range, as per terms of the printed notification, dated 13th September 1920, at Rs. .... per each sleeper, delivered at Benkipur Iron Works and passed by the Agents, Benkipur Iron Works, at the places referred to in the notification and agree to the conditions therein contained.

I enclose herein currency  $\frac{\text{Note}}{\text{Notes}}$  of marginally noted  $\frac{\text{No.}}{\text{Nos.}}$  to the value of Rs. 100 only as earnest money.

Yours faithfully,

Station.....  
Dated.....

Signature.....  
Address.....

#### Notification dated 14th September 1920.

It is hereby notified for general information that the right to purchase and remove teak poles in the coupes of the undermentioned forests of the Bhadrapur Range will be sold by public auction by the District Forest Officer, Benkipur Division, Benkipur, or any other Gazetted officer deputed by him at Channagiri, on 9th October 1920.

No.	Name of Range	Name of forest	Name of working circle.	No. of coupes	No. of sub-coupe.	Area in acres	Quantity of teak poles available	Place of sale	Date of sale
1	Bhadrapur	Bhadrapur	Danavadi	VIII for 1919-20.	1	200	1,000	Channagiri	9th October 1920
			Do	IX for 1920-21	1	200	1,000		
			Sarathi	IX for 1919-20	1	200	1,500		
			Do	X for 1920-21	1	200	1,500		
			Total			800	5,000		

#### Conditions.

1. The successful bidder will at once deposit Rs. 250 for each coupe as security for the due performance of the contract.

2. The successful bidder will, within a week of the receipt of intimation of the confirmation of sale, execute an agreement accepting the terms specified below, in default, the order of acceptance will be cancelled and the deposit forfeited to Government.

(a) That he binds himself to fell the timber he has purchased in not less than the following proportions:—

One-half by the end of December 1920.

Balance by the 1st March 1921.